

RIDDHI SHAH
ADVOCATE & SOLICITOR

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TO WHOMSOEVER IT MAY CONCERN

TITLE CERTIFICATE

Re: plot of land Survey No.136, Hissa No.8, of Village Kamatghar, Talati- Saja Kamatghar, Taluka- Bhiwandi, Dist- Thane, admeasuring 2590 sq. mtrs. i.e. 0-25-09 Hectare or thereabout (before deducting road set back area) of Village Kamatghar, Talati-Saja Kamatghar, Taluka- Bhiwandi, Dist- Thane admeasuring 2590 sq. mtrs. i.e. 0-25-09 Hectare or thereabouts within the Registration District Thane and Sub-Division Bhiwandi and within the limit of Bhiwandi Nizampur City Municipal Corporation, Bhiwandi, hereinafter referred to as '**the said Land/property**'. — — — — —

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Earlier, Shri. Rohidas Harishchandra Tare & nine other persons were the co-owners of or otherwise well and sufficiently entitled to the said Land/property whereby vide Agreement dated 20.10.1995 duly



registered under old registration No. 4854 dated 20/10/1995 and New Registration No. 1803/1996 dated 20.10.1995, absolutely sold, transferred and assigned the said Land/property in favour of Sh. Velji Sojpar Hariya and Ramniklal Sojpar Haria for total consideration of rs. 4,00,000/- and upon such terms and conditions as therein recorded.

2. Accordingly, Sh. Velji Sojpar Hariya and Ramniklal Sojpar Haria became joint owners of the said Land and even possession of said Land was handed over to the said owners vide the aforesaid agreement executed by the earlier owners. That Ramniklal Sojpar Haria released, relinquished his undivided, equal rights, title, interest in the said Land in favour of Sh. Velji Sojpar Hariya by Deed of Partition dated 04.11.1999, duly registered under serial no. 3908 and as such Sh. Velji Sojpar Hariya became the sole, absolute, exclusive owner of the said Land/property, having physical possession and clear title thereof in his sole name.
3. By registered Sale Deed dated 29th December, 2007, said Shri Velji Sojpar Hariya therein called the Vendor of the One Part absolutely sold, transferred, conveyed, assigned the said Land to Sneha Land Developer & Builder, a Partnership Firm represented through its Partners Smt. Sushma Dilip Patekar and Smt. Anula Sunil Hajare, therein called the Purchasers of the Other Part upon such terms and conditions and for



such consideration as therein mentioned. The said Sale Deed is duly registered with the Office of the Sub-Registrar of Assurances at Bhiwandi-1, under serial No. BVD1/9928/07 on 24th December, 2007 in Book No.1. Upon execution of the said Sale Deed, the said Vendor also handed over to the Purchasers Sneha Land Developer and Builders vacant and peaceful possession of the said Property.

4. By a duly registered Development Agreement dated 31.12.2011 executed by and between said Sneha Land Developers & Builders, therein called the Owners of One Part and the AVD INFRA (I) Pvt. Ltd; a company incorporated under the provisions of Indian Companies Act, 1956 having its registered office at 112/B, Mandpeshwar Industrial Estate, Opp. Prem Nagar, Borivali (West), Mumbai - 400092, therein and hereinafter called 'the Developers' of the Other Part; the said owners and Developers agreed and decided to jointly develop the said Land/Property upon such terms and conditions as therein mentioned. The said Development Agreement dated 31.12.2011 is duly registered with the Office of the Joint Sub-Registrar of Assurances, Bhiwandi-1 under serial no. BVD-1/3448 of 2012 dated 26.04.2012, hereinafter referred to as 'the said Development Agreement'.
- . In pursuance of the said Development Agreement, the said Owners have also executed General Power of



Attorney dated 26.04.2004 granting such powers and authority in favour of the Developers as more particularly mentioned therein authorizing the said Developers to do all the acts, deeds, matters and things as may be necessary for the purpose of the development of the said Property. The said Power of attorney is duly registered under serial no. BVD-1-3448/2012 with the Sub-Registrar at Bhiwandi.

6. In pursuance of the said Development Agreement and Power of Attorney, the said Developer applied for N.A. permission on the said Land whereby the Collector, Thane by his Order dated 4.03.2014 granted permission under the provisions of Maharashtra Land Revenue Code for user of the said property for non-agricultural purpose on the terms and conditions mentioned therein.
7. The Developers have further got the building Plan prepared and submitted to the Town Planning Authority viz. Bhiwandi Nizampur City Municipal Corporation whereby the said Corporation has got the building Plan sanctioned under reference No.2.V/S.R.93/6/2001 dated 23rd October, 2012 thereby permitting to construct ground + 7 Floor building on the said Property.
8. The Developers have also procured amended C.C. dated 22.09.2015 in respect of development of said plot of Land.



9. Name of the Sneha Land Developers and Builders is mutated on the Property Card of the said property.
10. Adv. Suraj L. Jain has submitted Title Search Report dated 07.10.2013 for search caused by him from the year 1974 to 2013 for a period of 40 years in respect of title of the said Land which confirms execution of the deeds and agreements as mentioned hereinabove.

In view of the above stated facts and circumstances, in my opinion, M/s Sneha Land Developer and Builder through its Partners Smt. Sneha Dilip Patekar and Smt. Anula Sunil Hajare, are the absolute, exclusive owners of the said Land/property and by virtue of the said development Agreement and Power of Attorney, the AVD Infra India Pvt. Ltd. acquired exclusive development rights of the said Land/property in their favour upon the terms and conditions as more particularly mentioned in the said Development Agreement.

Dated this 10th day of October'2017.

at Mumbai.


RIDHI D. SHAH
Advocate & Solicitor
FNRL No. MAH-3095-2006